

STATE OF MONTANA TERM CONTRACT

Department of Administration
State Procurement Bureau
165 Mitchell Building
PO Box 200135
Helena, MT 59620-0135
Phone: (406) 444-2575 Fax: (406) 444-2529
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T.C. #: SPB15-2804H
Title: State of Montana Travel Management Services
This is a non-exclusive contract.

CONTRACT TERM	FROM	September 25, 2014	CONTRACT STATUS	NEW (x)
	TO	September 30, 2017		RENEW ()
VENDOR ADDRESS	Travel Café 402 N 28 th Street Billings, MT 59101		ORDER ADDRESS	
ATTN:	Billie Ruff		ATTN:	
PHONE:	406-259-0999 or 406-591-0999		PHONE:	
FAX:	406-245-0125		FAX:	
E-MAIL:	bjruff@travelcafeonline.com		E-MAIL:	
PRICES:	Per Contract			
DELIVERY:	Per Contract			
F.O.B.:	Per Contract			
TERMS:	Per Contract			
REMARKS:				
IFB/RFP No.: 15-2804H	 Rick Dorvall, CONTRACTS OFFICER			DATE: September 9, 2015
AUTHORIZED SIGNATURE				

STATE OF MONTANA TRAVEL MANAGEMENT SERVICES
SPB15-2804H

THIS CONTRACT is entered into by and between the State of Montana, Department of Administration, State Procurement Bureau, (State), whose address and phone number are 125 North Roberts, Room 165, Helena, MT. 59620, 406-444-2575 and Travel Café, (Contractor), whose address and phone number are 313 N 28TH Street, Billings, MT 59101 and 406-259-0999.

1. EFFECTIVE DATE, DURATION, AND RENEWAL

1.1 Contract Term. The contract's initial term is upon contract execution through September 30, 2017, unless terminated earlier as provided in this contract. In no event is this contract binding on the State unless the State's authorized representative has signed it. The legal counsel signature approving legal content of the contract and the procurement officer signature approving the form of the contract do not constitute an authorized signature.

1.2 Contract Renewal. The State may renew this contract under its then-existing terms and conditions (subject to potential cost adjustments described below in Section 2) in two-year intervals, or any interval that is advantageous to the State. This contract, including any renewals, may not exceed a total of seven (7) years.

2. COST ADJUSTMENTS

2.1 Cost Increase by Mutual Agreement. After the contract's initial term, and if the State agrees to a renewal, the parties may agree upon a cost increase. The State is not obligated to agree upon a renewal or a cost increase. Any cost increases must be based on demonstrated industry-wide or regional increases in Contractor's costs. Publications such as the Federal Bureau of Labor Statistics and the Consumer Price Index (CPI) for all Urban Consumers may be used to determine the increased value.

3. SERVICES AND/OR SUPPLIES

Contractor shall provide the State travel management services listed below to state employees on an as-needed basis. These services shall include (but are not limited to):

3.1 Transportation Bookings. Contractor shall provide airfare, ground transportation, and car rental reservation services on behalf of state employees upon request.

3.2 Lodging Bookings. Contractor shall provide at-or-below GSA rate hotel reservation services for state employees upon request.

3.3 Conference Bookings. Contractor shall provide assistance in booking venues for conferences, meetings, and conventions, when necessary.

3.3.1 Site Selection. Contractor shall assist the booking state employee(s) with selecting a site for the conference or convention. Specifically, Contractor shall provide access to (non-exhaustive):

- Preferred Hotel Program, including over 76,000 properties worldwide
- Preferred relationships with airlines based on location and volumes
- Negotiated discounts between 5-20% based on volume, city pair, market share, etc.
- Corporate volume discounts and free airline tickets available through Contractor's preferred relationships
- Preferred relationships with car rental companies based on location and volume
- Preferred relationships with Destination Management Companies

3.3.2 Supplier Contract Negotiation. Contractor shall assist the booking state employee(s) in negotiating supplier contracts for the convention, including:

- Airfare
- Ground Transportation
- Hotel Accommodations (complimentary rooms)
- Meeting & Function Space
- Food and Beverage
- AV and Production
- Entertainment
- Offsite Event Facilities

3.3.3 Site Inspection. Contract shall provide the booking state employee(s) with site inspection services, including:

- Pre-conference facility inspection
- Pre conference facility team management coordination

3.3.4 Conference Planning. Contract shall provide the booking state employee(s) with conferences and convention planning services, including:

- Sponsor relationship management – once sponsors are secured, Contractor shall manage the relationship, answer questions, and be the first point of contact
- Entertainment ideas and coordination
- Coordination of continuing education requirements
- Coordination of marketing or coordinate with client
- Theme creation and implementation

3.3.5 Onsite Event Management. Contractor shall provide the booking state employee(s) with onsite event management services, including:

- Pre-arrival coordination
- Attendee and Sponsor Registration
- Meet and Greet services throughout the program
- Room gift assembly and delivery
- Keynote speaker management and introductions
- Coordinate conference program onsite
- Manage room bosses for each break out, seminar, or general session
- Full service onsite Information Technology (IT) staff
- Spouse and guest programs
- Onsite staffed hospitality area
- Onsite activities desk and optional tour management
- Pre and post conference presence

3.3.6 Reports. Contractor shall provide reporting services to the booking state employee(s) on the conference or convention, including:

- Hotel room lists
- Airline arrival and departure manifests
- Individual or master account financial reports

3.3.7 Technology. Contractor shall provide the booking state employee(s) with technology services for the conference or convention, including:

- Online booking tool, reduced transaction fee based on volume
- Online meeting registration, \$5.00 per online registration
- 24-hour after hours emergency service, \$25.00 per call
- Meeting attendee alerts, price based on usage

- Security, price based on usage

3.3.8 Analysis. Contractor shall provide the booking state employee(s) with analysis services for the conference or convention, including:

- Pre and post conference contract management
- Pre and post conference financial analysis

3.3.9 Follow Up. Contractor shall provide end-of-conference follow-up services to the booking state employee(s), including:

- Customer satisfaction surveys
- Financial recap and analysis

3.4 Customer Support Services. Contractor shall provide Customer Support Services to travel-status employees including:

3.4.1 Traveler Itineraries. Immediately upon completion of a trip itinerary, Contractor shall provide to the booking state employee, via email, the following information regarding each trip itinerary:

- Contractor contact telephone numbers and dedicated agent email;
- After hours emergency contact information
- Travel dates;
- Travel day of the week;
- Global Distribution System (GDS) system reservation number;
- Airline reservation code;
- Carrier(s);
- Flight number;
- Operated by code share partner information, if applicable;
- Aircraft equipment type;
- Flight distance (in miles);
- Number of stops on each itinerary;
- Departure and arrival time(s);
- Pre-assigned seat assignments;
- Flight class of service;
- Traveler frequent flyer number (if applicable);
- Electronic ticket receipt and ticket numbers;
- Ground transportation at destination, including name, telephone number, confirmation number and location;
- Hotel information, including name, confirmation number, telephone number, and location;
- Vehicle rental information, including name, confirmation number, pickup location, telephone number, and driving directions, if necessary.
- Limousine and/or car hire information, if applicable.

3.4.2 Emergency Travel Assistance. Contractor shall provide the state employee(s) with 24-hours-per-day, 365 days-per-year emergency travel assistance services via the Travel Helpline and Sabre® Traveler Security. In an emergency, whether a localized disaster or global event, Contractor shall provide the State with the travelers' pinpoint locations and contact information. Additionally, Contractor shall identify those who have plans to travel to volatile or disrupted areas and make necessary last-minute itinerary changes and flight re-accommodations when necessary.

3.4.3 Itinerary Copies Upon Request. Contractor shall provide the State with copies of current and past itineraries at no charge upon request.

3.4.4 Travel Costs Estimates. Contractor shall provide state employees with general travel information and travel costs estimates upon request. There will be no charge to the State for pre-booking travel information and cost estimates.

3.4.5 Complaints. Contractor shall address and resolve all complaints from state employees in regard to their travel requests and itineraries. Contractor guarantees that all complaints or concerns will be addressed within the same day of occurrence.

3.5 Procurement Card Requirement. State employees are required to use State Procurement Cards to book air travel, lodging, and out-of-state vehicle rentals unless it can be documented that another payment method is in the State's best interest. Contractor shall be prepared to accept the state employee's procurement card when reserving and booking travel requests.

4. WARRANTIES

4.1 Warranty of Services. Contractor warrants that the services provided conform to the contract requirements, including all descriptions, specifications and attachments made a part of this contract. The State's acceptance of services provided by Contractor shall not relieve Contractor from its obligations under this warranty. In addition to its other remedies under this contract, at law, or in equity, the State may, at Contractor's expense, require prompt correction of any services failing to meet Contractor's warranty herein. Services corrected by Contractor shall be subject to all the provisions of this contract in the manner and to the same extent as services originally furnished.

5. CONSIDERATION/PAYMENT

5.1 Payment Schedule. In consideration of the travel management services to be provided, the State shall pay Contractor according to the following schedule:

SERVICE PROVIDED	FEE CHARGED
After Hours Service Calls, plus transaction cost	\$ 25.00
Air + Car / Hotel / Ground (per booking)	\$18.00
Airline Booking Fee (per booking)	\$18.00
Award Ticket Processing	\$ 25.00
Caller Adds Components to Existing Reservations	\$0.00
Caller Deletes Components to Existing Reservations	\$ 0.00
Caller Needs Assistance with an On-line Reservations	\$ 13.00
Car or Hotel Only	\$7.50
Client information call / no booking	\$0.00
Concur Online	\$6.00
Conference Booking Fee (per booking: hotel and ground only)	\$7.50
Exchanges or Refunds	\$ 18.00
Ground Transportation Reservation Fee (per reservation)with air booking	\$0.00
International Reservations (includes trans-border)	\$ 18.00
Lodging Booking Fee (per room with air booking)	\$0.00

Lodging Booking Fee without air booking (reservation)	\$7.50
Travel Modification Request Fee (per request: air only)	\$18.00
Unused Ticket Usage Fee	\$ 18.00
Voids	\$ 0.00

5.2 Withholding of Payment. In addition to its other remedies under this contract, at law, or in equity, the State may withhold payments to Contractor if Contractor has breached this contract. Such withholding may not be greater than, in the aggregate, 15% of the total value of the subject statement of work or applicable contract.

5.3 Payment Terms. Unless otherwise noted in the solicitation document, the State has 30 days to pay invoices, as allowed by 17-8-242, MCA. Contractor shall provide banking information at the time of contract execution in order to facilitate the State's electronic funds transfer payments.

5.4 Reference to Contract. The contract number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the contract. If the number is not provided, the State is not obligated to pay the invoice.

6. COOPERATIVE PURCHASING

Under Montana law, public procurement units, as defined in 18-4-401, MCA, have the option of cooperatively purchasing with the State of Montana. Public procurement units are defined as local or state public procurement units of this or any other state, including an agency of the United States, or a tribal procurement unit. Unless the bidder/offeror objects, in writing, to the State Procurement Bureau prior to the award of this contract, the prices, terms, and conditions of this contract will be offered to these public procurement units. However, the State Procurement Bureau makes no guarantee of any public procurement unit participation in this contract.

7. NON-EXCLUSIVE CONTRACT

The intent of this contract is to provide state agencies with an expedited means of procuring supplies and/or services. This contract is for the convenience of state agencies and is considered by the State Procurement Bureau to be a "Non-exclusive" use contract. Therefore, agencies may obtain this product/service from sources other than the contract holder(s) as long as they comply with Title 18, MCA, and their delegation agreement. The State Procurement Bureau does not guarantee any usage.

8. ACCESS AND RETENTION OF RECORDS

8.1 Access to Records. Contractor shall provide the State, Legislative Auditor, or their authorized agents access to any records necessary to determine contract compliance. The State may terminate this contract under section 23, without incurring liability, for the Contractor's refusal to allow access as required by this section. (18-1-118, MCA.)

8.2 Retention Period. Contractor shall create and retain all records supporting the travel management services for a period of eight years after either the completion date of this contract or termination of the contract.

9. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

Contractor may not assign, transfer, or subcontract any portion of this contract without the State's prior written consent. (18-4-141, MCA.) Contractor is responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the

acts and omissions of persons employed directly by Contractor. No contractual relationships exist between any subcontractor and the State under this contract.

10. HOLD HARMLESS/INDEMNIFICATION

Contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this contract.

11. REQUIRED INSURANCE

11.1 General Requirements. Contractor shall maintain for the duration of this contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

11.2 Primary Insurance. Contractor's insurance coverage shall be primary insurance with respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

11.3 Specific Requirements for Commercial General Liability. Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors.

The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for liability arising out of activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor; products, and completed operations; and the premises owned, leased, occupied, or used.

11.4 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by the State. At the request of the State either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, or volunteers; or (2) at the expense of Contractor, Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

11.5 Certificate of Insurance/Endorsements. A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages, has been received by the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135. Contractor must notify the State immediately of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The State reserves the right to require complete copies of insurance policies at all times.

12. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Contractor shall comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or

documentation of corporate officer status. Neither Contractor nor its employees are State employees. This insurance/exemption must be valid for the entire contract term and any renewal. Upon expiration, a renewal document must be sent to the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135.

13. COMPLIANCE WITH LAWS

Contractor shall, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including but not limited to, the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by Contractor subjects subcontractors to the same provision. In accordance with 49-3-207, MCA, Contractor agrees that the hiring of persons to perform this contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing this contract.

14. DISABILITY ACCOMMODATIONS

The State does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

15. REGISTRATION WITH THE SECRETARY OF STATE

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

16. CONTRACT TERMINATION

16.1 Termination for Cause by the State with Notice to Cure Requirement. The State may terminate this contract in whole or in part for Contractor's failure to materially perform any of the services, duties, terms, or conditions contained in this contract after giving Contractor written notice of the stated failure. The written notice must demand performance of the stated failure within a specified period of time of not less than 30 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

16.2 Termination for Cause by Contractor with Notice to Cure Requirement. Contractor may terminate this contract for the State's failure to perform any of its duties under this contract after giving the State written notice of the failure. The written notice must demand performance of the stated failure within a specified period of time of not less than 30 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

16.3 Reduction of Funding. The State must by law terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance of this contract in a subsequent fiscal period. (18-4-313(4), MCA.) If state or federal government funds are not appropriated or

otherwise made available through the state budgeting process to support continued performance of this contract (whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, the State shall terminate this contract as required by law. The State shall provide Contractor the date the State's termination shall take effect. The State shall not be liable to Contractor for any payment that would have been payable had the contract not been terminated under this provision. As stated above, the State shall be liable to Contractor only for the payment, or prorated portion of that payment, owed to Contractor up to the date the State's termination takes effect. This is Contractor's sole remedy. The State shall not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

17. EVENT OF BREACH – REMEDIES

17.1 Event of Breach by Contractor. Any one or more of the following Contractor acts or omissions constitute an event of material breach under this contract:

- products or services furnished fail to conform to any requirement;
- failure to submit any report required by this contract;
- failure to perform any of the other terms and conditions of this contract, including but not limited to beginning work under this contract without prior State approval or breaching Section 22.1 obligations; or
- Voluntary or involuntary bankruptcy or receivership.

17.2 Event of Breach by State. The State's failure to perform any material terms or conditions of this contract constitutes an event of breach.

17.3 Actions in Event of Breach.

Upon Contractor's material breach, the State may:

- terminate this contract under Section 16.1 and pursue any of its remedies under this contract, at law, or in equity; or
- treat this contract as materially breached and pursue any of its remedies under this contract, at law, or in equity.

Upon the State's material breach, Contractor may:

- terminate this contract under Section 16.2 and pursue any of its remedies under this contract, at law, or in equity; or
- treat this contract as materially breached and, except as the remedy is limited in this contract, pursue any of its remedies under this contract, at law, or in equity.

18. FORCE MAJEURE

Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party uses its best efforts to remedy such failure or delays. A party affected by a force majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition. In no event, however, shall the notice be provided later than five working days after the onset. If the notice is not provided within the five day period, then a party may not claim a force majeure event. A force majeure condition suspends a party's obligations under this contract, unless the parties mutually agree that the obligation is excused because of the condition.

19. WAIVER OF BREACH

Either party's failure to enforce any contract provisions after any event of breach is not a waiver of its right to enforce the provisions and exercise appropriate remedies if the breach occurs again. Neither party may assert the defense of waiver in these situations.

20. CONFORMANCE WITH CONTRACT

No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without the State Procurement Bureau's prior written consent. Product or services provided that do not conform to the contract terms, conditions, and specifications may be rejected and returned at Contractor's expense.

21. LIAISONS AND SERVICE OF NOTICES

21.1 Contract Manager. The State Contract Manager identified below is the State's single point of contact and shall perform all contract management under 2-17-512, MCA, on the State's behalf. Written notices, requests, complaints, or any other issues regarding this contract should be directed to the State Contract Manager.

Tom Hastings is the State's Contract Manager.
125 North Roberts, Room 165
Helena, MT 59620
406-444-0338
Fax: 406-444-2529
E-mail: thastings@mt.gov

Billie J. Ruff, CTC, CTE is Contractor's Contract Manager.
313 North 28th Street
Billings, MT 59101
406-259-0999
Cell Phone: 406-591-0999
Fax: 406-245-0125
E-mail: bjruff@travelcafeonline.com

21.2 Notifications. The State's liaison and Contractor's liaison may be changed by written notice to the other party. Written notices, requests, or complaints must first be directed to the liaison. Notice may be provided by personal service, mail, or facsimile. If notice is provided by personal service or facsimile, the notice is effective upon receipt; if notice is provided by mail, the notice is effective within three business days of mailing. A signed and dated acknowledgement of the notice is required of both parties.

22. MEETINGS

22.1 Technical or Contractual Problems. Contractor shall meet with the State's personnel, or designated representatives, to resolve technical or contractual problems occurring during the contract term or to discuss the progress made by Contractor and the State in the performance of their respective obligations, at no additional cost to the State. The State may request the meetings as problems arise and will be coordinated by the State. The State shall provide Contractor a minimum of three full working days notice of meeting date, time, and location. Face-to-face meetings are desired; however, at Contractor's option and expense, a conference call meeting may be substituted. Contractor's consistent failure to participate in problem resolution meetings, Contractor missing or rescheduling two consecutive meetings, or Contractor's failure to make a good faith effort to resolve problems may result in termination of the contract.

23. TRANSITION ASSISTANCE

If this contract is not renewed at the end of this term, if the contract is otherwise terminated before project completion, or if particular work on a project is terminated for any reason, Contractor shall provide transition assistance for a reasonable, mutually agreed period of time after the expiration or termination of this contract or particular work under this contract. The purpose of this assistance is to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. The parties agree that such transition assistance is governed by the terms and conditions of this contract, except for those terms or conditions that do not reasonably apply to such transition assistance. The State shall pay Contractor for any resources utilized in performing such transition assistance at the most current contract rates. If the State terminates a project or this contract for cause, then the State may offset the cost of paying Contractor for the additional resources Contractor utilized in providing transition assistance with any damages the State may have sustained as a result of Contractor's breach.

24. CHOICE OF LAW AND VENUE

Montana law governs this contract. The parties agree that any litigation concerning this bid, proposal, or this contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees.

25. TAX EXEMPTION

The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

26. AUTHORITY

This contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

27. SEVERABILITY CLAUSE

A declaration by any court or any other binding legal source that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually and materially dependent.

28. SCOPE, ENTIRE AGREEMENT, AND AMENDMENT

28.1 Contract. This contract consists of 11 numbered pages, any Attachments as required, Solicitation # 15-2804H as amended, and Contractor's response as amended. In the case of dispute or ambiguity arising between or among the documents, the order of precedence of document interpretation is the same.

28.2 Entire Agreement. These documents are the entire agreement of the parties. They supersede all prior agreements, representations, and understandings. Any amendment or modification must be in a written agreement signed by the parties.

29. WAIVER

The State's waiver of any Contractor obligation or responsibility in a specific situation is not a waiver in a future similar situation or is not a waiver of any other Contractor obligation or responsibility.

30. EXECUTION

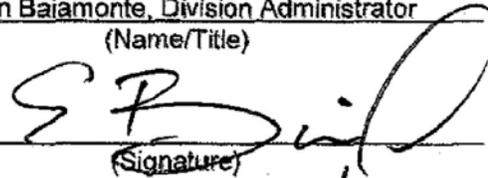
The parties through their authorized agents have executed this contract on the dates set out below.

STATE OF MONTANA
Department of Administration
State Procurement Bureau
125 North Roberts, Room 165
Helena, MT 59601

Travel Café Inc.
313 North 28th Street
Billings, MT 59101
FEDERAL ID #81-0525597

BY: Stephen Baiamonte, Division Administrator
(Name/Title)

BY: Billie J. Ruff/CEO
(Name/Title)

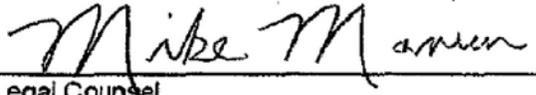

(Signature)


(Signature)

DATE: 25 SEPT 2014

DATE: 9/24/2014

Approved as to Legal Content:

 9/22/14
Legal Counsel (Date)

Approved as to Form:

 9/22/14
Procurement Officer (Date)
State Procurement Bureau